

**CITY OF LINCOLN  
COUNTY OF LANCASTER**

Vince M. Mejer, CPPO, C.P.M.  
Purchasing Agent

(402) 441-7410 FAX: (402) 441-6513  
purchasing@ci.lincoln.ne.us

**QUOTATION REQUEST**

Quote Prices F.O.B. Destination  
Lincoln, Nebraska

Date - 9/25/03  
Order No. - 1422 OC  
Date Due - 10/20/03

**QUOTATIONS MUST BE RECEIVED IN  
THE PURCHASING DIVISION OFFICE BY  
THE DUE DATE SPECIFIED ABOVE**

PLEASE MAKE NECESSARY VENDOR  
INFORMATION CORRECTIONS ON THIS FORM:

**VENDOR INFORMATION**

**Return Quotation Request To:**

Purchasing Division  
K-Street Complex  
440 S 8th St Ste 200  
Lincoln NE 68508

Item Number /	Description	Quantity	UM	Unit Price	Total Price
9120500	Construction - General	1	EA		

Replacement of Exhaust System for Heavy Equipment Shop. Contractor to remove old system, supply new system and provide complete installation, as per attached specifications. Provide details on system w/quote.

List brand/make/model: \_\_\_\_\_

Lump sum price shall include all labor, construction, demolition (w/proper disposal), equipment, and supplies.  
Location of work:

Lancaster County Shop  
444 Cherrycreek Road  
Lincoln, NE 68528

Coordinate site visit, and project schedule with:  
Don Shafer, Equipment/Maintenance  
Supervisor @ 402-441-7797

Successful Contractor must show proof of Insurance per "Insurance Requirements for all County Contracts" and Payment/performance bond for 100% of project total

**↓ VENDOR MUST COMPLETE THE FOLLOWING ↓**

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME \_\_\_\_\_

BY (PRINT NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

TITLE \_\_\_\_\_

EMPLOYER FEDERAL ID NO. OR

DATE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

DELIVERY SCHEDULE \_\_\_\_\_

DAYS ARO

**PURCHASING DIVISION  
CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA  
INSTRUCTIONS TO BIDDERS**

1. **BIDDING PROCEDURE** - A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
2. **FAIR EMPLOYMENT PRACTICES** - Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
3. **DATA PRIVACY** - Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
4. **INDEPENDENT PRICE DETERMINATION** - By signing and submitting this bid, the bidder certifies that: The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
5. **CLARIFICATION OF SPECIFICATION DOCUMENTS** - Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid.
6. **BRAND NAMES** - If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
7. **DEMONSTRATION/SAMPLES** - If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
8. **DELIVERY** - Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
9. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
10. **ACCEPTANCE OF MATERIAL** - The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
11. **BID EVALUATION AND AWARD** - The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
12. **TERMS OF PAYMENT** - Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.
13. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# SPECIFICATIONS

## Replacement of Existing Heavy Equipment Shop Exhaust System with New

### GENERAL INFORMATION

The Lancaster County Engineer invites you to submit a sealed bid for the ***Replacement of Existing Heavy Equipment Shop Exhaust System with New*** system complete with all labor, shipping, disposal of old equipment and instruction for use of new equipment. Units offered shall meet or exceed the requirements stated herein (see construction terms & conditions).

For the purpose of establishing a quality standard the item(s) listed: Ascent Exhaust System, shall serve as a quality standard for which all alternates may be compared. Please complete the enclosed check list indicating any variance to the specifications listed. The County reserves the right to determine if any variance is of material value to the County. All alternates will be considered.

This unit will allow for compact, economical approach to vehicle exhaust removal in shop area during maintenance and repair of heavy equipment used by the County Engineer. **Successful Contractor will be responsible for all aspects of the project**, included, but not limited to: removal of the old system, ordering and delivery of the new system (including all site measurements and utility connections), all construction, labor, supplies and equipment to provide a complete usable installation.

System offered shall include:

1. VH-1: Ascent System Model #VH-622-HT (three each), which includes: vacuum holster, 6" x 22' high temp. retractable hose, just right tailpipe adapter, duct mount strap kit, and transmitter with mount kit.
2. EF-1: Ascent Systems Model #BB-123830 exhaust fan. Backwardly inclined wheel, 12" diameter. 3 HP 230/3/60 motor with TEFC enclosure, 2250 CFM at 4.4"sp.
3. CP-1: Ascent Systems control panel with 3000 Mhz receiver, timer, relay and 120V AC - 12V DC transformer.

### DELIVERY AND INSTALLATION

Bid prices offered shall be new, complete in every way, including freight/delivery costs, with demolition, installation and training - ready for use by the County.

Deliver to: County Engineer  
Attn: Don Shafer, Equipment/Maintenance Supervisor  
444 Cherrycreek Road  
Building B  
Lincoln, NE 68528

Successful Bidder to coordinate construction work with Don Shafer, project manager. (402) 441-7797.

**SPECIFIC INFORMATION** - All questions regarding these specification must be made in writing to the following:

Kathy Smith, Assistant Purchasing Agent  
"K" Street Complex (SW Wing)  
440 So. 8<sup>th</sup> Street  
Lincoln, NE 68508  
Email: [ksmith@ci.lincoln.ne.us](mailto:ksmith@ci.lincoln.ne.us)  
Phone: (402) 441-8309  
Fax: (402) 441-6513

All questions must be received in the Purchasing Department by no later than, Wed., DEADLINE , 2003, to allow adequate time to prepare an addendum to mail to all known specification holders.

FIRM NAME: \_\_\_\_\_

**EQUIPMENT DETAILS** - Complete and return with your offer.

**MEETS SPEC.**

**YES**    **NO**

**New Heavy Equipment Shop Exhaust System:** ,

Specify brand/model: \_\_\_\_\_

**VEHICLE EXHAUST SYSTEM SPECIFICATION**

- |     |     |     |  |
|-----|-----|-----|--|
| ___ | ___ | 1.  | System operation shall cause the exhaust hose to retract into the holster storage device by means of the pressure differential created by closure of the tail pipe adapters damper.  |
| ___ | ___ | 2.  | Hole extension shall be caused by the opening of the tail pipe adaptor's damper.   |
| ___ | ___ | 3.  | A quantity of (3) three 6" vacuum holster assemblies shall each include:<br>3.1 a total of (3) bracket suspension kits for the hose holster;<br>3.2 each kit shall include one suspension ring that is fastened to bracing from structure by contractor;<br>3.3 the holster shall be fastened to the bracing.  |
| ___ | ___ | 4.  | The hose shall be 6" x 25' of combo exhaust hose;<br>4.1 the hose shall have a 6:1 compression ratio and offer an abrasion resistant out helix;<br>4.2 the high temperature hose shall be made of high temperature hose (nearest exhaust pipes) and a standard duty upper hose.  |
| ___ | ___ | 5.  | The hose holster shall store all the hose and the tail pipe adapter, when the system is in use;<br>5.1 the hose holster shall be made of polyethylene, in black, gray or granite colors;<br>5.2 the hose holster shall be belled at the lower end to accommodate easy entry of the hose and tail pipe adapter, and include resting notches for the tail pipe adapters damper axle.   |
| ___ | ___ | 6.  | The tail pipe adapter shall be made of flexible silicon rubber with an oval opening of 6-5/8" that will accommodate large diameter tail pipes/vertical stacks;<br>6.1 an easy connect clamp shall be included, that is (a) adjustable, and (b) designed not to mark the outside of chrome tail pipes;<br>6.2 A stainless steel damper shall be included, with tee handle knobs that are aligned with the damper to indicate open or closed position of the damper. |
| ___ | ___ | 7.  | Exhaust fan shall be an Ascent Systems, Inc. Model BD-15-30, or equal, Class II fan, with AMCI Certification;<br>7.1 Motor shall be a TEFC type, 208/230 volt, 3-phase, 3 HP;<br>7.2 the roof mounted fan shall offer 1,800 CFM@6" SP;<br>7.3 Include vibration isolators (roof mounted for noise reduction using existing roof penetration), motor starter with face-mounted fan on/off switch and 3 R disconnect.  |
| ___ | ___ | 8.  | Provide quantity of (1) exhaust cane, for easy attachment to vertical stacks.  |
| ___ | ___ | 9.  | Includes remote start control panel with (3) transmitter kits, on for each holster with auto start control panel .   |
| ___ | ___ | 10. | Entire system must meet City of Lincoln Codes, this may require the exhaust fan to be interlocked into a wall mounted intake louver with motorized damper.   |
| ___ | ___ | 11. | Job includes:<br>demolition and removal of existing system;<br>repair of any damage caused by removal of the old system;<br>provide all equipment and components necessary to provide the new heavy equipment exhaust system (all freight and handling charges);<br>all labor, supplies and material needed to provide a complete usable installation.   |
| ___ | ___ | 12. | Shall include a warranty for all defects for the first <b>12 months after installation.</b>  |

### REFERENCES

Provide three references for governmental agencies, or private organizations that are currently using this proposed equipment.

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Approximate date and number of units installed: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Approximate date and number of units installed: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Approximate date and number of units installed: \_\_\_\_\_

### PROOF OF INSURANCE / PERFORMANCE & BID BOND

See attached "Special Provisions for Construction Contracts". Project shall not begin without the proper documents in place - P.O. or contract, insurance & bonds.

No bidders bond required with your offer. Payment/Performance bond in the amount of 100% of the project will be required if awarded.

COMMENTS:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SPECIAL PROVISIONS  
FOR  
CONSTRUCTION CONTRACTS**  
PURCHASING DIVISION  
LANCASTER COUNTY, NEBRASKA

**1. CONTRACT DOCUMENTS**

- 1.1 Copies of the plans, specification and contract documents may be obtained at the office of the Purchasing Agent.
- 1.2 Bidders are required to examine the same, and satisfy themselves that all requirements are fully understood.

**2. PROJECT MANAGER**

- 2.1 The definition of "Project Manager" as used in this Specification Document shall mean the **Don Shafer, County Engineer's Supervisor** or by or through that person's duly authorized assistants.

**3. SITE VISITATION**

- 3.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 3.2 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 3.3 Bidders shall contact the Project Manager at **Don Shafer, (401) 441-7797** to arrange such site inspection.

**4. ESCALATOR CLAUSE**

- 4.1 An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown on the Proposal, in which case such higher price will be used for comparison of bids.

**5. CONTRACT, BONDS AND INSURANCE**

- 5.1 Within fourteen (14) calendar days after the award of bid, the successful bidder must execute a written contract between the bidder and the County, which contract will incorporate the County's specification documents, and be on contract forms provided by the County.
- 5.2 Also within such period, the successful bidder must furnish construction bonds, in a sum not less than the contract price executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. See sample bonds & commentary, attached.
- 5.3 Within such period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be Used for All County Contracts".

**6. UNEMPLOYMENT COMPENSATION FUND**

- 6.1 The contractor and his subcontractors must pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due

under the provisions of Section 48-601 through 48-669, Nebraska Reissue revised Statutes for 1943, on wages paid to individuals employed in the performance of the contract.

**7. HEALTH AND SAFETY REGULATIONS**

- 7.1 The contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the County such requirements as said sections may impose upon the County.
- 7.2 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

**8. DELAYS**

- 8.1 With written permission of the Project Manager, the completion date may be extended if unsuitable weather or any force majeure should halt progress during the construction period.

**9. CLEAN UP**

- 9.1 The Contractor shall be responsible for keeping the premises free of waste materials or rubbish resulting from his operations or the operations of his subcontractors.
- 9.2 The Contractor shall remove equipment, scaffolding and surplus materials from the premises when the need for keeping them on the job no longer exists.

**10. INSPECTIONS**

- 10.1 Inspections in general will be conducted by Project Manager.
- 10.2 The contractor shall be responsible for contracting City Building and Safety Department for inspections required by City Codes for this type of public improvement.

**11. ACCESS AND PARKING**

- 11.1 The Contractor shall park all vehicles in an area as designated by the Project Manager during construction.
- 11.2 Access to the construction site shall be gained as directed by the Project Manager.

**12. PERMITS, FEES AND NOTICES**

- 12.1 Contractors shall secure all permits, licenses and certificates of inspections and occupancy that may be required by the City of Lincoln.
- 12.2 Contractor will be required to pay for said permits, licenses and certificates for this project: [X] **YES** [ ] **NO**.

### 13. ERRORS AND OMISSIONS

- 13.1 If any errors or omissions are found in the drawings or specifications or other documents during construction, the Contractor shall notify the Project Manager of such error or omission, and request clarification before proceeding with the work.

### 14. TEMPORARY UTILITIES

- 14.1 The contractor shall be responsible for securing and setting up all needed temporary utilities.

### 15. PRE-CONSTRUCTION CONFERENCES

- 15.1 Prior to starting any work, the contractor shall meet with the Project Manager for clarification of construction procedures and work to be accomplished.
- 15.2 At this time the contractor shall present his planned work schedule together with estimated completion date.

### 16. PROGRESS SCHEDULE

- 16.1 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval an estimated progress schedule for the work.
- 16.2 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 16.3 This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

### 17. GUARANTEE

- 17.1 As a minimum requirement of the County, the contractor shall guarantee all materials and workmanship for a period of one (1) year following completion of the project.

### 18. NOTICE TO PROCEED

- 18.1 The Contractor shall not begin construction until receiving written "Notice to Proceed" from the Project Manager.

### 19. PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE

- 19.1 The Contractor performing work for Lancaster County will be issued a Purchasing Agent Appointment and Exempt Sale Certificate signed by the Purchasing Agent.
- 19.2 It is to be used by the Contractor and his Subcontractors when purchasing tangible personal property to be actually incorporated into the contract work.
- 19.3 It does not apply to either:
1. The purchase of materials to be used but not incorporated into the contract work, including but limited to, form lumber, scaffolding, etc., or
  2. The purchase or rental of machinery, equipment or tools owned or leased by the Contractor or his subcontractors and used in performing the contract.
- 19.4 The contractor may reproduce copies of the original of the aforesaid document to furnish to his or his subcontractor's suppliers on each invoice or order.

- 19.5 The Contractor (or Subcontractor for the subcontractor's suppliers) shall enter the supplier's name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent".

### 20. LIQUIDATED DAMAGES

- 20.1 If the Contractor fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each working day that the work remains incomplete.
- 20.2 Working days shall be considered any day except Saturday, Sunday, or County authorized holidays, which the contractor is not prevented by weather, soil conditions, or other conditions beyond the contractor's control, as determined by the County Project Manager, from proceeding with work to complete the contracted project.
- 20.3 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the County shall have the right to recover the difference from the Contractor or his Surety.
- 20.4 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT: UP TO AND		LIQUIDATED DAMAGES
<u>MORE THAN</u>	<u>INCLUDING</u>	<u>PER WORK DAY</u>
\$ 0	\$ 100,000	\$ 100
100,000	500,000	200
500,000	1,000,000	300
1,000,000	AND UP	400

- 20.5 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the County due to the delay in the completion of the project.

### 21. ASBESTOS

- 21.1 No materials whatsoever shall be utilized in the construction, reconstruction or remodeling which may contain asbestos as defined under Nebraska Asbestos Control Act, Article 71, Section 71-6301 through 71-6317 of the Revised State of Nebraska Code.
- 21.2 The removal of any asbestos containing material shall be in strict compliance with the said Nebraska Asbestos Control Act and appropriate Occupation Safety and Health Administration (OSHA) Regulations including but not limited to 29CFR, 1910-1200, 1926-58 and 1910-1001 and the Environmental Protection Agency, (EPA) NESHAPS Standard for Asbestos 40CFR 61 Subpart A and M covering emission standards, 42 USCA 7401-7642 - CLEAN AIR ACT, 40 CFR Part 763 Subpart G-Asbestos Abatement Projects, 40 CFR Part 763.120 Subpart G-Worker Protection Rule and such other local, state or federal applicable rules or regulations.

### 22. LAWS

- 22.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS**

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.



3. Coverage shall also include Products/Completed Operations.
4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	1,000,000 Combined Single Limit
-----------------------------------	---------------------------------

D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.

E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.

F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*